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CORPORATION

8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

10
11 BECKY CARPIO,

12 Plaintiff,

13 vs.

14 TARGET CORPORATION, and DOES
1 to 25, inclusive

15 Defendants.

CASE NO. CV 23-6917-GW-MAAx

JOINT RULE 26(f) REPORT

Scheduling Conference

Date: October 2, 2023

Time: 8:30 a.m.

Courtroom: 9D

Case Filed: August 22, 2023

State Court Action Filed: July 20, 2023

Trial Date: None

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19 Pursuant to Federal Rule of Civil Procedure 26(f) and Local Rule 26-1, on
20 September 6, 2023, a conference was held between Andrew L. Treger, Esq. of the
21 BAER TREGER LLP, counsel for Plaintiff BECKY CARPIO (“Plaintiff”), and
22 Sheila Vajdi, Esq. of QUINTAIROS, PRIETO, WOOD & BOYER, P.A., counsel
23 for Defendant Target Corporation (“Target” and with “Plaintiff” the “Parties”).
24 Plaintiff and Target hereby submit their Joint Report.

25 1. Statement of the Case

26 This action arises from injuries Plaintiff alleges she sustained when she
27 slipped and fell on a liquid on August 7, 2021, while at a Target store in Culver
28

1 City, California. Plaintiff's Complaint alleges claims for Premises Liability and
 2 Negligence. Target denies Plaintiff's claims and asserts that it is not liable for
 3 Plaintiff's injuries and resulting damages.

4 Target denies liability for Plaintiff's claimed damages. Among other
 5 affirmative defenses, Target's defense is based on the theory that the condition upon
 6 which Plaintiff claims she slipped and fell was open and obvious. Target also
 7 contends that Plaintiff's damages, if any, are caused by preexisting conditions and
 8 were not the result of the alleged incident.

9 2. Subject Matter Jurisdiction

10 This Court has diversity jurisdiction.

11 3. Legal Issues

12 The key legal issues are:

- 13 1. Whether Target had actual or constructive notice of an alleged
 14 dangerous condition in its premises;
- 15 2. Whether Target failed to take reasonable steps to prevent Plaintiff
 16 from suffering damages due to any alleged dangerous condition in
 17 its premises;
- 18 3. Whether Target's failure, if any, to take reasonable steps to prevent
 19 Plaintiff from suffering damages due to any alleged dangerous
 20 condition in its premises caused Plaintiff's claimed damages;
- 21 4. Whether Target was negligent;
- 22 5. Whether Target's negligence if any caused Plaintiff's claimed
 23 damages;
- 24 6. What are the nature and extent of Plaintiff's claimed damages;
- 25 7. Whether Plaintiff and/or other parties are the cause of Plaintiff's
 26 claimed damages.

27 4. Parties, Evidence, etc.

28 The parties are Plaintiff Becky Carpio and Defendant Target Corporation.

1 For conflict purposes, Target identifies the following additional involved entities:
2 Sedgwick CMS, Target's claims management service, and ACE USA, Target's
3 liability insurance company.

4 Percipient witnesses: Plaintiff Becky Carpio, Plaintiff's health care providers,
5 and potential witnesses employed by Target. Plaintiff and Target also anticipate
6 calling expert witnesses to testify about liability, causation and/or damages issues
7 including without limitation medical experts. Plaintiff and Target will supplement
8 this list as additional information becomes available.

9 Key documents: Target's policies and procedures, sweep sheets, maintenance
10 and repair records, Plaintiff's medical and billing records pertaining to her alleged
11 treatment and injuries arising out of the incident, photographs, and if available
12 Target Guest Incident Report. Plaintiff and Target will supplement this list as
13 additional information becomes available.

14 5. Damages

15 Plaintiff claims special damages in the form of medical specials and general
16 damages in the form of pain and suffering. Plaintiff's medical specials presently
17 total over \$75,000. Plaintiff may also claim loss of income in an amount to be
18 determined.

19 6. Insurance

20 Target has general liability insurance coverage in the amount of \$3 million
21 with no reservation of rights.

22 7. Motions

23 a. Procedural Motions

24 There is no likelihood of motions seeking to add other parties or claims, file
25 amended pleadings or transfer venue. The deadline to amend the pleadings is
26 December 22, 2023.

27 The deadline to hear a motion *In Limine* is August 22, 2024, the date of the
28 Final Settlement Conference.

1 b. Class Certification Motions

2 There is no likelihood that class certification motions will be required for this
3 case.

4 c. Dispositive Motions

5 Target may file a motion for summary judgment or, in the alternative,
6 summary adjudication of issues on the grounds that Target did not have actual or
7 constructive notice of any dangerous condition alleged to have caused Plaintiff's
8 damages. The deadline to hear a dispositive motion, or motions other than *Motions*
9 *in Limine* is July 18, 2024.

10 8. Manual for Complex Litigation

11 This is not a complex case. The Manual for Complex Litigation should not be
12 utilized.

13 9. Discovery

14 a. Status of Discovery

15 The parties will promptly proceed with discovery as outlined below.

16 b. Discovery Plan

17 The parties will engage in written discovery, document requests and
18 production, depositions and expert witness disclosures. At this time, the parties do
19 not believe that any changes should be made in the disclosures under Rule 26(a),
20 discovery should be conducted in phases or otherwise limited, that any applicable
21 limitations should be changed or that the Court should enter any orders other than a
22 protective order limiting the use and dissemination of documents produced by
23 Target that it claims to be confidential.

24 The subjects on which discovery will be needed are as follows:

25 1. Plaintiff's claims and contentions that Target had actual or
26 constructive notice of the condition at the subject Target store that caused him
27 alleged injuries, Target's alleged failure to prevent Plaintiff's injuries caused by the
28 alleged subject condition, Target's alleged negligence that caused Plaintiff's alleged

1 injuries, whether Target's acts and/or omissions caused Plaintiff's alleged injuries,
 2 medical, employment, income, earnings records, billing information, treatment, any
 3 pre-existing and/or post-incident injuries to the parts of his body claimed to have
 4 been injured during the subject incident, as well as testimony and documents
 5 supporting Plaintiff's general damages claims;

6 2. Witnesses to the incident and to any of Plaintiff's claimed resulting
 7 injuries and damages; and

8 3. Plaintiff's medical examination.

9 4. Plaintiff will be conducting discovery by propounding written
 10 discovery, request for production of documents, special interrogatories, request for
 11 admissions, and the depositions of Target's persons most knowledgeable regarding
 12 the subject incident, maintenance of storage items, customer safety as it pertains to
 13 injuries and inspection of Target's cleaning and floor safety, Target employees on
 14 duty responding to the scene and responsible for maintenance and inspection of the
 15 subject store.

16 c. Discovery Cut-off

17 The parties propose that the final day for completion of written discovery,
 18 requests for production of documents and percipient witness depositions and
 19 resolution of discovery motions should be May 15, 2024.

20 d. Expert Discovery

21 The parties propose that all expert discovery shall be completed by June 14,
 22 2024.

23 e. Settlement/Alternative Dispute Resolution (ADR)

24 The parties have not discussed settlement demands or offers and no written
 25 settlement communications have occurred. The parties discussed the possibility for
 26 promptly settling the case. The parties request reference for private mediation.

27 f. Trial Estimate

28 The parties estimate that a jury trial of this case will last 5-7 court days.

1 Target anticipates calling approximately 5 to 7 witnesses. Plaintiff anticipates
2 calling approximately 5 to 7 witnesses. Depending on whether the defense will
3 require the custodian of records from all of plaintiff's treating locations, this number
4 of witnesses could increase proportionately.

5 1. Lead Trial Counsel

6 Trial counsel for Plaintiff is Andrew L. Treger, Esq., Baer Treger LLP. Trial
7 counsel for Target is David G. Halm, Esq., Quintairos, Prieto, Wood & Boyer, P.A.

8 2. Independent Expert or Master

9 This is not a case where the Court should appoint a master pursuant to Rule
10 53 or an independent scientific expert.

11 3. Other Issues

12 The parties are not aware of any other issues at this time.

13 10. Final Status Conference

14 The Final Status Conference will occur on August 22, 2024.

15 11. Trial

16 The trial will begin on September 3, 2024.

17 Respectfully submitted,

18 DATED: September 21, 2023 BAER TREGER LLP

19
20 By: /s/ Andrew L. Treger
21 Andrew L. Treger, Esq.
22 Attorneys for Plaintiff
23 BECKY CARPIO

24 DATED: September 21, 2023 QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

25
26 By: /s/ David G. Halm
27 David G. Halm, Esq.
28 Attorneys for Defendant
TARGET CORPORATION

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Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

PROOF OF SERVICE

I am a citizen of the United States. My business address is 500 North Brand Blvd., Suite 1650, Glendale, California 91203. I am employed in the County of Los Angeles where this service occurs. I am over the age of 18 years, and not a party to the within cause.

On the date set forth below, according to ordinary business practice, I served the foregoing document entitled:

JOINT RULE 26(f) REPORT

☒ (BY CM/ECF) I hereby certify that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail notice list, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants (if any) indicated on the Manual Notice list.

☐ (BY E-MAIL) On this date, I personally transmitted the foregoing document(s) via electronic mail to the e-mail address(es) of the person(s) on the attached service list.

☐ (BY MAIL) I am readily familiar with my employer's business practice for collection and processing of correspondence for mailing with the U.S. Postal Service, and that practice is that correspondence is deposited with the U.S. Postal Service the same day as the day of collection in the ordinary course of business. On this date, I placed the document(s) in envelopes addressed to the person(s) on the attached service list and sealed and placed the envelopes for collection and mailing following ordinary business practices.

Andrew L. Treger, Esq.
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Attorneys for Plaintiff
BECKY CARPIO

☒ (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 21, 2023, at Palmdale, California.

/s/Liseth Gonzalez
Liseth Gonzalez